THE HON'BLE MR JUSTICE V.V.S.RAO

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WRIT PETITION No.27612 of 2005

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Dated:28.12.2005

Between:

Md.Ali Khan S/o.Nisar Ali Khan
R/o.Burugupalli Village, Medak Mandal and District presently residing

at Nawabpet Road, Medak

..... PETITIONER

AND

The District Collector (Backward Classes Welfare) Medak District at

Sangareddy, and others.

.....RESPONDENTS

THE HON'BLE MR JUSTICE V.V.S.RAO

WRIT PETITION No.27612 of 2005

ORDER:

The petitioner claims to be the member of the Habitation Committee of Burugupalli Village in Medak District. The first respondent herein by proceedings dated 22.08.2002 sanctioned the construction of new Government Backward Class Hostel Buildings (hereinafter called 'Hostel') in different places of Medak District under Food for work (FFW) Programme. The financing pattern requires a contribution by public to the tune of 10%, cash component of 44% and labour component of 54%. A Hostel was also sanctioned at Burugupalli Village at an estimated cost of Rs.10,00,000/-. The work was entrusted to the petitioner through the fourth respondent and the petitioner allegedly completed the work to the tune of Rs.7,80,000/-, but he was allegedly asked to stop the work for want of funds. Again the first respondent sanctioned a sum of Rs.5,00,000/- by proceedings dated 27.10.2005 for completion of the work, but instead of entrusting the work to the petitioner, the third respondent was asked to complete the work departmentally. Feeling aggrieved by the same, the petitioner filed the present writ petition seeking a

direction to the respondents to consider his representation dated 21.12.2005 for settling the accounts and also for allotting the balance of work of Hostel at Burugupalli Village to the petitioner. The petitioner also seeks a consequential direction to allot the work to him.

The learned Counsel for the petitioner vehemently contends that the petitioner was always sincere to complete the work within the stipulated time, but the respondents themselves prevented him from completing the work in 2003 on the ground that there are no adequate funds. Therefore, when funds are available, the petitioner alone should be given an opportunity to complete the work and if the work is entrusted to the third respondent, it would be arbitrary.

At the stage of admission itself, the learned Assistant Government Pleader for Panchayat Raj on instructions submits that the petitioner has not completed the work within the stipulated time. He also submits that an amount of Rs.7,62,122/- was paid to the petitioner by way of cash component and rice component as against the work completed by the petitioner in a sum of Rs.7,85,792/-. He also submits that having regard to the fresh allotment of funds, as per the orders of the District Collector, the work is being taken up departmentally, and the same does not amount to any arbitrariness in execution of the work.

The attention of this Court to the Divisional Level Agreement is invited. The same would show that as per the agreement, the petitioner was required to commence the work on 01.10.2003 and complete the same by 31.07.2004. Whatever be the reason, he did not complete the work, and therefore, he cannot claim any right under the agreement, which expired long ago. Secondly, even if the petitioner's contention is accepted that he was forced to stop the work as directed by the respondents for want of funds, the contract between the petitioner and the third respondent got frustrated and the same cannot be enforced in a writ petition. Thirdly, it is well settled that when a public authority undertakes the work departmentally, the same does not violate any principle of law. Indeed, there is no compulsion that for executing every work, the Government should enter into contract with the citizens. It is within the discretion of the Government or public authorities either to enter into a contract for completing the work or themselves take up the work. By exercising the jurisdiction under Article 226 of the Constitution of India, in such matters, the Court cannot interfere with the exercise of discretion by the executive authorities. However, if there are any arrears payable to the petitioners, it shall be open to him to make a representation for such payment.

The Writ Petition is devoid of any merit, and is accordingly dismissed. No costs.

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(V.V.S.RAO, J)

28.12.2005

vs